

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MARK OUTINEN,

Plaintiff,

vs.

Case No.

THE HARTFORD INSURANCE COMPANY,

Defendant,

_____ /

GREG LIEPSHUTZ (P37573)
Attorney for Plaintiff
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PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, MARK OUTINEN, by and through his attorneys, GREG M. LIEPSHUTZ and LEVINE BENJAMIN, P.C., and for his Complaint against Defendant, THE HARTFORD INSURANCE COMPANY, states as follows:

1. At all times, relevant hereto, Plaintiff, MARK OUTINEN, is a resident of the City of Hazel Park, County of Oakland, and State of Michigan.

2. At all times, relevant hereto, Defendant, THE HARTFORD INSURANCE COMPANY, is a foreign insurance corporation in good

standing and continuously conducting business throughout the State of Michigan.

3. At all times, relevant hereto, Defendant, THE HARTFORD INSURANCE COMPANY, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, MARK OUTINEN, and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, THE HARTFORD INSURANCE COMPANY, is a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 et seq.

5. The terms of said contract of insurance obligated Defendant, THE HARTFORD INSURANCE COMPANY, to provide Plaintiff, MARK OUTINEN, with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, MARK OUTINEN, suffers from diabetic neuropathy, COPD, and coronary artery diseases. As a result, Plaintiff's conditions have made it impossible for him to work.

7. Defendant, THE HARTFORD INSURANCE COMPANY, has wrongfully denied Plaintiff disability benefits.

8. Defendant's denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff's claim of total and permanent disability. Defendant's termination of Plaintiff's benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, MARK OUTINEN, has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, MARK OUTINEN, is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits to Plaintiff.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered to Bring a Civil Action
A civil action may be brought –

(1) by a participant or beneficiary –

(B) to recover benefits due to her under the terms of the plan, to enforce her rights under the terms of the plan, or to clarify her rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, MARK OUTINEN, has sustained the following damages, including, but not limited to:

- (a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, MARK OUTINEN, prays for Judgment in her favor and against the Defendant, THE HARTFORD INSURANCE COMPANY, in whatever amount she is found to be entitled, in addition to costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.

/s/GREG M. LIEPSHUTZ (P37573)
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Dated: 6/23/2021